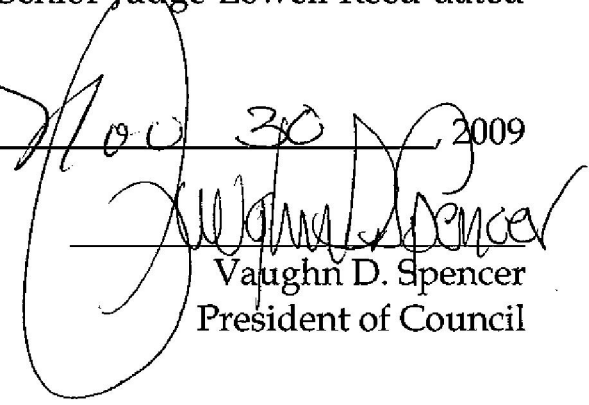


RESOLUTION NO. 131-2009

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

Authorizing the modification Settlement Agreement of October 4, 2005 as set forth in the attached Confidential Mediation Document, which is attached to the memorandum from Unites States District Court Eastern District Pennsylvania Senior Judge Lowell Reed dated November 10, 2009.

Adopted by Council Nov 30 2009


Vaughn D. Spencer
President of Council

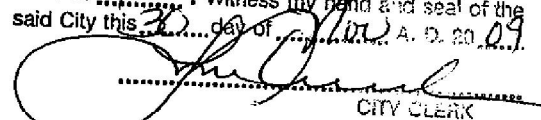
Attest:


Linda A. Kelleher CMC
City Clerk

Law & Council Staff



20091112132748360
.pdf

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 30th day of Nov, A. D. 2009. Witness my hand and seal of the said City this 30th day of Nov, A. D. 2009.

CITY CLERK

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PENNSYLVANIA STATEWIDE	:	CIVIL ACTION
LATINO COALITION	:	
	:	
v.	:	NO. 03-5640
	:	
CITY OF READING	:	
	:	

Mediation Rules of Judge Reed

Confidentiality of Mediation Proceedings

All documents produced, orders of the mediator and statements made at mediation and management conferences with the mediator as well as statements made and other documents issued to facilitate settlement shall be kept confidential and are not to be disclosed to any person or organization except consulting counsel, the parties, expert consultants or other witnesses to be produced as part of mediation proceedings. Fed.Rule of Evidence 408 shall apply. Moreover, all parties, counsel, witnesses and support staff personnel for the parties, and non-party invitees herein are prohibited from entering, or submitting to another to enter, any confidential information described above, into or on the Internet, Worldwide Web or any website, blog, blawg, twitter, social network or similar location whether private or available to the public. The same described persons are all prohibited from granting interviews, submitting any press release or similar statement for general circulation or industry publication, as well as, tv and radio personnel or outlets. Rather all said persons will merely tell the inquirer that the matter is in mediation and is confidential at this time.

The foregoing rule is subject to change only upon order of the mediator or other legally authorized judicial officer or court.

Whether or not the final settlement of an individual case or claim, including supporting documents, will be kept confidential will be decided on a case-by-case basis upon application of the parties to the mediator.

The forgoing rule is applicable retroactively to all previous mediation proceedings and documents in the above captioned matter.



LOWELL A. REED, JR., Sr. J.
November 10, 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PENNSYLVANIA STATEWIDE LATINO
COALITION

v.

CITY OF READING

03-CV-5640

The Honorable Lowell A. Reed, Jr.
Court-Annexed Mediator

CONFIDENTIAL MEDIATION DOCUMENT

TERMS OF AGREEMENT IN PRINCIPLE

AND NOW this 10th day of November, 2009, the undersigned parties hereby enter into this Agreement in Principle with the intent of modifying the Settlement Agreement of October 4, 2005 ("2005 Agreement").

1. The City of Reading ("City") shall implement a Spanish bi-lingual test to be provided and administered by ALTA Language Services Inc. of Atlanta, Georgia or other entity so qualified. Nothing herein shall be construed as precluding the City from developing or implementing, on its own accord, language testing aimed at languages other than Spanish.

2. The City shall take immediate steps in retaining ALTA Language Services Inc. or other qualified entity, with the goal of implementing said Spanish bi-lingual test as part of the overall civil service examination for the first available examination after January 1, 2010. The City shall keep the parties and the Court updated as to the progress in having said test ready to be administered, as well as the results of each such test.

3. All candidates who pass the Spanish bi-lingual test shall receive a ten percent (10%) bonus to be calculated in the same manner as the Veteran's Preference. These bonus points shall be added to any Veteran's Preference points, if applicable, up to a maximum twenty percent (20%) combined bonus for a candidate who is eligible for both the Veteran's Preference

and the Spanish bi-lingual bonus. It is understood that the Spanish bi-lingual test shall be offered to only those applicants who received, in the first instance, a passing score on the civil service examination. Additionally, a person who takes the Spanish bi-lingual test but does not pass shall not be precluded from taking the test, again, in the next cycle.

4. After the City has recalled any laid-off officers, and when the City is in a position to hire new police officers, Spanish bi-lingual testing shall be provided for at least two (2) civil service testing cycles after which time the impact of such test results shall be evaluated to determine whether said testing has resulted in a positive impact on on diversity hiring in the City Police Department.

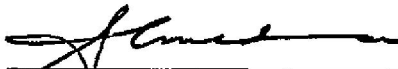
5. The City, PSLC, and PDB shall collaborate to develop a Spanish language and cultural training course to be provided to City Police personnel as part of their regular workday training, with the goal of providing said training to all City Police personnel by a deadline to be agreed upon by the parties.

6. It is recognized that this Agreement in Principle reflects the key terms of a more detailed agreement to be formally approved and executed by the undersigned parties and submitted to the Court as a modification of the 2005 Agreement. On or before November 25, 2009, counsel for the undersigned parties shall agree to the language of the more complete agreement (the "Complete Agreement") and submit same to the Mediator for his comments and suggestions. Thereafter, the Complete Agreement shall be promptly delivered to the parties' principals for formal approval and execution. The undersigned promise to use best efforts to recommend that the terms of the Complete Agreement be executed and, upon execution, to work

cooperatively to prepare and file a joint motion to amend the 2005 Agreement.



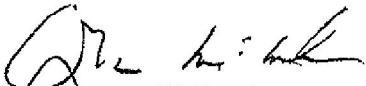
Peter Winebrake, Esq.
Counsel for Pennsylvania Statewide Latino Coalition



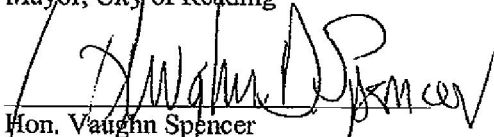
Angel Medina
Chairman, Pennsylvania Statewide Latino Coalition



David J. MacMain, Esq.
Counsel for City of Reading



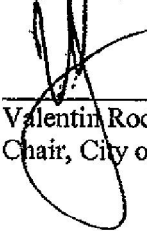
Hon. Thomas McMahon
Mayor, City of Reading



Hon. Vaughn Spencer
President, City of Reading City Council



Nicholas Noel, III, Esq.
Counsel for City of Reading Police Diversity Board



Valentin Rodriguez, Jr.
Chair, City of Reading Police Diversity Board